REMARKS

In the May 17, 2007 Office Action, the Examiner rejects Claims 40-52 under 35 U.S.C. § 101 as directed to non-statutory subject matter; and rejects Claims 1-52 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,944,584 to Tenney, et al. ("Tenney").

Information Disclosure Statement

Applicants are filing an Information Disclosure Statement concurrently with the filing of this response.

Discussion of Rejection under 35 U.S.C. § 101

The Examiner rejects Claims 40-52 under 35 U.S.C. § 101 as directed to non-statutory subject matter. Applicants have amended independent Claim 40 to recite a "computer-readable" medium, and respectfully submit that independent Claim 40 and dependent Claims 41-52 now recite statutory subject matter. Accordingly, Applicants request the Examiner to withdraw the rejections under 35 U.S.C. § 101.

Discussion of Rejection of Claims 1, 27, and 40 Under 35 U.S.C. § 102(e)

The Examiner rejects Claims 1, 27, and 40 under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 6,944,584 to Tenney, et al. ("Tenney"). In particular, the Examiner states that Figure 1, items 121, 123, and 125, Col. 2, lines 35-45, and Col. 7, lines 35-50 of Tenney teach the invention as claimed by Claims 1, 27 and 40. Applicants have amended the claims to clarify distinctions over Tenney.

Amendments to Claims 1, 27, and 40 clarify that "the simulation" is a "simulation program of the computer application to be developed." These amendments are supported by, for example, the title, the preambles to the claims, and by paragraph [0034]. Applicants respectfully submit that Tenney does not teach or suggest a simulation program of the computer application to be developed.

Rather, Tenney teaches developing deployable software with a simulation of hardware. It is Tenney's hardware that is simulated and not Tenney's software. Tenney teaches "simulated testing of the robotic software before the robotic hardware has been fully developed," (Col. 1, lines 36-38). Tenney states that "the combined client/server system may be fully tested offline in pure simulation mode before being connected to the actual system hardware," (Col. 8, lines 6-8).

Tenney states that "[t]he software development track 843, however, begins by ***simulating hardware devices***, and gradually integrating the application hardware as it becomes available," (Col. 10, lines 43-45) (emphasis added). Tenney describes the benefit as that "[a]fter the device control program has been fully tested in simulation, ***the same program*** can be used to control actual devices," (Col. 2, lines 38-40) (emphasis added). For example, the simulation "warns developers of potential collisions that will occur before control software is used with the actual hardware devices during development and simulation of new robotic workcells," (Col. 9, lines 46-46).

Moreover, Applicants respectfully submit that Tenney does not teach or suggest "permitting the user computers to simultaneously modify the executable simulation model" as recited. In fact, Tenney may teach the opposite. At least in connection with control, Tenney teaches that "The server security system also ***prevents multiple users from simultaneously accessing*** critical control areas of the server software. A single-point-of-control policy allows only one client to issue commands to a server at a time," (Col. 8, lines 55-58) (emphasis added). Tenney also discusses the "simultaneous development [of] hardware and software," see Abstract, line 3. It does not appear to Applicants that Tenney teaches "permitting the user computers to simultaneously modify the executable simulation model" as recited.

Thus, Tenney does not teach or suggest, for example, "permitting the user computers to simultaneously modify the executable simulation model thereby revising the simulation program of the computer application to be developed," as recited in amended Claim 1; "a means for permitting the user computers to simultaneously modify the executable simulation model thereby revising the simulation program of the computer application to be developed," as recited in amended Claim 27; or "instructions configured to permit the user computers to simultaneously modify the executable simulation model thereby revising the simulation program of the computer application to be developed," as recited in amended Claim 40.

Accordingly, Applicants request the Examiner to withdraw the rejections of Claims 1, 27, and 40, and to allow amended Claims 1, 27, and 40.

Discussion of Rejection of Claim 14 Under 35 U.S.C. § 102(e)

The Examiner rejects Claim 14 under 35 U.S.C. § 102(e) as anticipated by Tenney. In particular, the Examiner states that Figure 1, items 119 and 100 and associated text, Col. 2, lines

40-50, and Col. 7, lines 45-50 of Tenney teach the invention as claimed. Applicants have amended Claim 14 to clarify distinctions over Tenney. As amended, Claim 14 recites that the "simulation program" is "of the computer application to be developed."

As described earlier in response to the Examiner's rejections of Claims 1, 27, and 40, Applicants respectfully submit that Tenney does not teach or suggest a simulation program of the computer application to be developed. Rather, Tenney teaches that "[a]fter the device control program has been fully tested in simulation, ***the same program*** can be used to control actual devices," (Col. 2, lines 38-40) (emphasis added).

Thus, Applicants respectfully submit that Tenney does not teach or suggest, for example, "a second component configured to permit the user computers to simultaneously modify the executable simulation model thereby revising the simulation program of the computer application to be developed, where the second component is further configured to receive a modification to the executable simulation model from a first user computer selected from the user computers," as claimed.

Accordingly, Applicants request the Examiner to withdraw the rejection of Claim 14 and to allow amended Claim 14.

Discussion of Rejection of Dependent Claims 2-13, 15-26, 28-39, and 41-52

Dependent Claims 2-13, 15-26, 28-39, and 41-52 depend from and further define Claims 1, 14, 27, and 40, respectively. The dependent claims recite numerous additional distinctions over the cited references.

For example, dependent Claim 8 describes "wherein the executable model includes requirements." The Examiner states that Tenney at Col. 10, lines 50-55 teaches requirements. Applicants respectfully disagree. Applicants refer to paragraph [0031] of the specification, which states that "[a]s used herein the term requirement(s) refers to a statement or portion of a statement regarding the desired or necessary behavior of a prospective or subject computer implemented software application or a set of proposed applications." Tenney does not teach or suggest such requirements. Rather, Tenney states "[i]f the desired component is in the library 817 of components known to the server, the component can be immediately added to an object tree 821 which stores the required components." Thus, Applicants respectfully submit that these

"required components" are the "simulated hardware components [that] are added into the system 815," (Col. 10, lines 48-49), rather than requirements as described by Applicants.

In addition, Applicants respectfully submit that the rejections to dependent Claims 2-13, 15-26, 28-39, and 41-52 are moot for at least the reasons described for Claims 1, 14, 27, and 40, respectively, and Applicants accordingly request allowance of Claims 2-13, 15-26, 28-39, and 41-52.

SUMMARY

In view of the foregoing amendments and remarks, Applicants respectfully request the Examiner to withdraw the rejections of the claims under 35 U.S.C. § 101 and 35 U.S.C. § 102(e). Applicants further request the Examiner to allow Claims 1-52 and to pass the present application to the issue process.

If there is any further impediment to the prompt allowance of the present application, Applicants request the Examiner to call the undersigned attorney of record at 310-407-3466 or at the telephone number listed below to resolve any such impediment.

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 11-1410.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

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